ministration proceedings, and on his failure to comply with an order for payment of the amount into court, the plaintiff, a beneficiary under the estate, asked leave to issue a writ of sequestration against personal property of the defendant. *Held*, that the writ will not issue. *In re Suarez*, 117 Law T. Rep. 239.

It is well settled that a diplomatic official, his family and subordinates, are immune from local process in the jurisdiction to which he is accredited. See WESTLAKE, PRIVATE INTERNATIONAL LAW, 5 ed., § 194; 1 KENT, COMMENTARIES, 15, 38. This immunity extends to business adventures outside the scope of his official duties. *Magdalena* v. *Martin*, 2 E. & E. 94. But a diplomatic official may submit to local jurisdiction by an express or implied waiver of his immunity. *Taylor* v. *Best*, 14 C. B. 487. The rule of immunity is not based upon any considerations inherently peculiar to the person of a diplomatic agent, but rather upon a decent respect for the interests of the foreign sovereign whom he represents, which forbids that the usefulness of the envoy to his superior be impaired, or that the dignity of his office be violated. See HALL, INTERNATIONAL LAW, 5 ed., 172. It has been argued that from this it follows that any waiver of immunity by an envoy without the assent of his sovereign is inoperative. See 27 HARV. L. REV. 489. There are *dicta* to this effect in the American decisions. See *United States* v. *Benner*, 24 Fed. Cas. 1084, 1087; *Valarino* v. *Thompson*, 7 N. Y. 576, 579. Whether or not it is necessary to hold a waiver without the assent of the sovereign inoperative for all purposes, and the court in the present case expressly left this problem open, it is clear that any proceedings against a foreign diplomatic envoy based on his waiver of immunity, not assented to by his sovereign, must stop short of an execution on the person or personal property of the official, if the requisite respect for the foreign sovereign is to be preserved. The decision in the present case was based on the Diplomatic Privileges Act of 1708, which provides in terms that any writ or process against the person or personal property of a foreign diplomatic official shall be void. See 7 ANNE, c. 12. But this statute is merely declaratory of the common law. See *Viveash* v. *Becker*, 3 M. & S. 284, 291. Inability to enforce a judgment against a foreign diplomat does not render the judgment nugatory, for the inability is only temporary.

MASTER AND SERVANT — WORKMEN'S COMPENSATION ACT — MINOR EMPLOYED IN VIOLATION OF STATUTE. — Statute prohibits the employment of children under the age of fourteen between 9 P. M. and 6 A. M. Plaintiff, a child of thirteen, was accidentally injured while working for defendant at 3 A. M. He brings action under the Workmen's Compensation Act. *Held*, that plaintiff cannot recover. *Pounteney* v. *Turton*, 34 Times L. Rep. 103.

By the general rule of statutory construction, statutes not purely remedial apply only to such cases as fall within their language. *United States* v. *Goldenberg*, 168 U. S. 95; *Smith* v. *Boston & Albany R. Co.*, 99 App. Div. 94, 91 N. Y. Supp. 412. The Workmen's Compensation Act applies only where the relation of master and servant actually exists. *Gooch* v. *Citizens' Electric St. Ry. Co.*, 202 Mass. 254, 88 N. E. 591; *Flower* v. *Buck*, 159 N. Y. Supp. 1042. But the law does not recognize the existence of the relation of master and servant, when the contract purporting to create the relation and the employment under such contract are illegal and against public policy, for an illegal contract is itself void. *Wallace, Sup't* v. *Cannon*, 38 Ga. 199; *Gennert* v. *Wuestner*, 53 N. J. Eq. 302, 31 Atl. 609. Hence the principal case would appear to be sound, since the action was brought under the Workmen's Compensation Act, and this act does not apply. *Kemp* v. *Lewis*, [1914] 3 K. B. 543. A more interesting question would have been raised had the case been based on common-law principles, as an action for negligence. Here it would seem that the child is not barred by the violation of the statute. *Braasch* v. *Michigan Stove Co.*,

153 Mich. 652, 118 N. W. 366; *Beauchamp* v. *Sturges & Burn Mfg. Co.*, 250 Ill. 303, 95 N. E. 204. And the employer is liable, even in case of a pure accident, as the act of employment contrary to the statute is negligence *per se*, giving a basis for the action, if the employment is a proximate cause of the injury. *Kircher* v. *Iron Clad Mfg. Co.*, 134 App. Div. 144, 118 N. Y. Supp. 823; *Osborne* v. *McMasters*, 40 Minn. 103, 41 N. W. 543; *Monroe* v. *Hartford St. Ry. Co.*, 76 Conn. 201, 56 Atl. 498. See *Smith* v. *Mine & Smelter Co.*, 32 Utah, 21, 30, 88 Pac. 683, 686. *Cf.* E. R. Thayer, "Public Wrong and Private Action," 27 HARV. L. REV. 317.

PUBLIC OFFICERS — NATURE OF PUBLIC OFFICE — BEGINNING OF TERM. — A statute increased the salary of holders of certain judicial offices, who should be thereafter elected or who had been elected, but whose terms of office had not commenced (1915 ILL. LAWS, 442, § 1). The commencement of the term was not fixed by the statute creating said offices. Relator was duly elected but had not assumed the duties of his office. He sues for the increased allowance. *Held*, that the term of office began on the date of election. *People ex rel. Holdom* v. *Sweitzer*, 117 N. E. 625 (Ill.).

Statutes creating public offices usually specifically defer the commencement of the term to an appreciable time after election to give the new incumbent opportunity to arrange his affairs and qualify for office. See MECHEM, PUBLIC OFFICERS, § 386. In the absence of such provision, however, the term will run from the date of election. *State* v. *Constable*, 7 Ohio, 7; *Haight* v. *Love*, 39 N. J. L. 476. But *cf. Brodie* v. *Campbell*, 17 Cal. 11. The question suggests itself as to who is vested with authority where qualification of the new official is delayed. At the common law an officer's rights and duties ceased at the expiration of his term. *People* v. *Tieman*, 30 Barb. (N. Y.) 193; *State* v. *Sheldon*, 8 S. D. 525. See *Badger* v. *United States*, 93 U. S. 599, 601. But *cf. Anon.*, 12 Mod. 256. In a few jurisdictions a holding over was permitted for considerations of convenience, until a successor was qualified. *Robb* v. *Carter*, 65 Md. 321, 4 Atl. 282; *Tuley* v. *State*, 1 Ind. 500. However, almost everywhere today statutes or constitutions provide for a holding over until the new officer qualifies. See WILLIAMS, PUBLIC OFFICERS, 10 LIB. AM. L. & PR. 150. The rights and duties of the extended period are not varied, and a resignation is permitted if allowed during the term. *State* v. *Page*, 20 Mont. 238, 50 Pac. 719. The decision in the principal case seems sound, and the statutory distinction between election and incumbency inapplicable to relator's term of office.

STATUTE OF FRAUDS — INTEREST IN LANDS — PAROL RESCISSION OF CONTRACT FOR SALE OF LAND. — An executory written contract for the sale of land was rescinded by a subsequent oral agreement. *Held*, that the agreement to rescind was not within the Statute of Frauds. *Ely* v. *Jones*, 168 Pac. 1102 (Kan.).

It is well settled that equitable interests are within the statute. *Toppin* v. *Lomas*, 16 C. B. 145; *Dougherty* v. *Catlett*, 129 Ill. 431, 21 N. E. 932. Since a binding contract for the sale of land creates an equitable interest in the land in the purchaser, it would seem that a rescission, which is tantamount to a reconveyance of this equitable interest, would be within the statute. This reasoning has the approval of most courts and text-writers. *Dougherty* v. *Catlett*, *supra; Dial* v. *Crain*, 10 Tex. 444; *Hughes* v. *Moore*, 7 Cranch (U. S.), 176. See *Carr* v. *Williams*, 17 Kan. 575, 582. See also BROWNE, STATUTE OF FRAUDS, § 267; SMITH, STATUTE OF FRAUDS, § 3631; WILLISTON, SALES, 149, note 1. However, the principal case has the support of some authority. See *Goss* v. *Lord Nugent*, 5 B. & Ad. 58, 66. If the contract did not give an equitable interest in the land, it would be on all-fours with contracts for the sale of chattels, of greater value than $500, and the rescission would be effectual. See WIL-